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DEC 14 2004
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BY HAND

December 14, 2004

Hon. Vernon A. Williams
Surface Transportation Board
1925 K Street
Washington, D.C. 20423-0001

Sub-No. 8
**RE: STB Docket No. EX PARTE NO. 230, IMPROVEMENT OF
TOFC/COFC REGULATION, WTL Rail Corporation
Petition for Partial Revocation of Exemption**

ENTERED
Office of Proceedings

STB Docket No. 42090, WTL Rail Corporation
Petition for Declaratory Relief

DEC 16,

Part of
Public Record

Dear Mr. Williams:

On behalf of Petitioner WTL Rail Corporation, I am filing an original and ten copies of:

(1) in STB Docket No. 230, Improvement of TOFC/COFC Regulation, a Petition for Partial Revocation of Exemption and

(2) in STB Docket No. 42090, a Petition for Declaratory Relief.

I am also enclosing one check payable to the Board for \$1,200 to cover the applicable filing fees and a computer disk formatted in WordPerfect 8.0 containing these filings.

Please date stamp and return one copy of this filing.

Sincerely yours,

[Signature]
John D. Heffner

cc: Mr. Richard Lombardo

ORIGINAL

212772

BEFORE THE
SURFACE TRANSPORTATION BOARD



EX PARTE NO. 230 SUB-NO. 8

FILED
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SURFACE
TRANSPORTATION BOARD

IMPROVEMENT OF TOFC/COFC REGULATION

WTL Rail Corporation Petition for
Partial Revocation of Exemption

ENTERED
Office of Proceedings

DEC 14 2004

Part of
Public Record

FILE RECEIVED
DEC 14 2004
SURFACE
TRANSPORTATION BOARD

Respectfully submitted,

John D. Heffner
John D. Heffner, PLLC
1920 N Street, N.W.
Suite 800
Washington, D.C. 20036
202-263-4180

Counsel for WTL Rail Corporation

Dated: December 14, 2004

BEFORE THE
SURFACE TRANSPORTATION BOARD

EX PARTE NO. 230

IMPROVEMENT OF TOFC/COFC REGULATION

**WTL Rail Corporation Petition for
Partial Revocation of Exemption**

INTRODUCTION

Pursuant to 49 U.S.C. 10502(d) and 49 CFR 1121.1, et seq.,
Petitioner, WTL Rail Corporation (hereafter "Petitioner" or
"WTL"), petitions for partial revocation of the exemption from
the provisions of Subtitle IV of Title 49 of the U.S. Code,
originally granted on February 19, 1981, in Ex Parte No. 230
(Sub-No. 5), Improvement of TOFC/COFC Regulation, 364 I.C.C. 731
(hereafter cited as TOFC).

STATEMENT OF FACTS

WTL is a small, closely-held Delaware corporation with
offices in the Chicago suburb of Palos Heights, IL. It is in the
business of renting truck trailers to railroads for the rendition
of trailer-on-flat-car ("TOFC") service. WTL owns or leases a
fleet of over 1,500 TOFC trailers which it makes available to
railroads for use in common carrier service under a type of
agreement known as a "Trailer Use Agreement." WTL has a Trailer
Use Agreement with each of the major railroads serving the
country. To the extent that WTL's Trailer Use Agreement does not
address specific operating issues with WTL's contracting

DEC 14 2004
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railroads, the Agreement incorporates provisions from the Code of Trailer and Container Service and Reporting Rules and the Intermodal Interchange Rules of the Association of American Railroads ("AAR").¹ Lombardo VS at 1-2.

Contemporaneously with the filing of this Petition for Partial Revocation, Petitioner is filing a Petition for Declaratory Relief (hereafter cited as "WTL's Declaratory Request"). WTL's Declaratory Request alleges that WTL and CSX Transportation, Inc. ("CSX") have had a long standing relationship whereby WTL provides trailers for use by CSX pursuant to the WTL/CSX Trailer Use Agreement ("the Use Agreement");² that the Use Agreement and the AAR Rules spell out the responsibilities of the parties including CSX's obligation to repair at its expense and/or reimburse WTL for damage to trailers sustained while in CSX's control; that CSX has refused to assume responsibility for those damages;³ that CSX, by directing its maintenance vendors not to perform any running repairs on WTL's trailers, has put that equipment at a competitive disadvantage with trailers furnished by other providers;⁴ that CSX's actions

¹ Hereafter cited as the AAR Rules.

² The current Use Agreement is dated October 20, effective November 1, 1997, is entitled CSX/WTL Interchange Agreement, and is attached hereto as Exhibit A.

³ Commonly referred to as Section F Damages under the AAR Rules.

⁴ A copy of a sample directive is attached as Exhibit B. Under Section G of the AAR's Rules, these charges would be billable to WTL.

have caused WTL to lose rental income; that CSX's refusal to utilize WTL trailers as part of its 48' trailer fleet⁵ jeopardizes CSX's ability to fulfill its car service obligations under 49 U.S.C. 11121-2; and that CSX has threatened to cancel the Use Agreement in retaliation for WTL's enforcement of its rights. The unique circumstances of this case are only the "tip of the iceberg" involving abusive, anticompetitive practices detrimental to the national transportation policy requiring a partial revocation of the TOFC exemption. The accompanying Declaratory Request and verified statements discuss in more detail the nature of this dispute with CSX.

WTL seeks a declaratory ruling that CSX's cancellation, whether actual or threatened, constitutes an unreasonable practice in violation of 49 U.S.C. 10702 and 10704(a)(1) and requests that the Board order CSX to cease and desist from further violations of the statute. Additionally, WTL seeks a ruling that the CSX directive denying AAR Section G repairs to WTL trailers is an unreasonable practice. Finally, WTL seeks a ruling compelling CSX to utilize WTL's trailers and set a "default" rate for trailer compensation in the event the parties are unable to reach terms through negotiations.

⁵ A printout from CSX Intermodal's website documenting its common carrier holding out of 48' TOFC trailers is attached as Exhibit C.

DISCUSSION

49 U.S.C. 10502(d) gives the Board the power to revoke an exemption when it finds that regulation is necessary to carry out the rail transportation policy of 49 U.S.C. 10101. Revocation is necessary here for the Board to consider WTL's Declaratory Request. See, e.g. STB Docket No. 42028, Buffalo Crushed Stone, Inc. v. R.J. Corman Railroad Company/Allentown Lines, Inc. (served October 7, 1998); Consolidated Rail Corporation-Declaratory Order-Exemption, 1 I.C.C.2d 895 (1986) (holding that the agency must first revoke an exemption before it will consider a complaint for substantive relief). Recent Board precedent strongly suggests that WTL need not file this petition for partial revocation of the TOFC/COFC exemption in order to prosecute its Declaratory Request. See, STB Docket No. 42083, Granite State Concrete Co., Inc., et al v. Boston And Maine Corporation (slip op. at 7-8, served September 15, 2003) (where the Board partially revoked a commodity exemption on its own motion in order to consider complainants' request that the defendant railroad breached its duty to provide common carrier rail service or committed unreasonable practices). Nevertheless, WTL is filing this petition for partial revocation out of an abundance of caution.

Moreover, the Board's retention of regulatory jurisdiction

over TOFC denies WTL the ability to seek redress for its claims in a court of law. Quaser Co. v. Atchison, Topeka And Santa Fe Ry. Co., 632 F. Supp. 1106, 1111 (N.D. Ill. 1986). Indeed, there is no question that the Board has jurisdiction over trailers generally and WTL's trailers in particular. "Trailers" are within the ambit of property identified in the I.C.C. Termination Act ("ICCTA") constituting a "railroad."⁶ Trailers fall within the universe of equipment that can be the subject of an equipment recordation at the Board. See, 49 U.S.C. 11301.⁷ WTL is a subscriber to the AAR's Code of Trailer and Container Service and Reporting Rules and the Intermodal Interchange Rules. Its equipment is listed in the Official Intermodal Equipment Register and the AAR's UMLER file.⁸ Section 11121 requires railroads to furnish safe and adequate car service. Companion section 11122 of the ICCTA refers to "compensation to be paid for the use of a locomotive, freight car, or other vehicle [emphasis supplied] and the ICCTA's definitions indicate that "car service" includes "other vehicles and special types of equipment used in the transportation of property by a rail carrier." 49 U.S.C.

⁶ "Railroad" includes "a bridge, car float, lighter, ferry, and intermodal equipment used by or in connection with a railroad." 49 U.S.C. 10102(6) (A) .

⁷ 49 U.S.C. 11301 refers to recordation of various types of leases and encumbrances on "vessels, railroad cars, locomotives, or other rolling stock or accessories used on such vessels, railroad cars, locomotives, or other rolling stockintended for a use related to interstate commerce."

⁸ The Universal Machine Language Equipment Register maintained by the AAR.

10101(2). For the Board to retain jurisdiction over TOFC traffic and refuse to revoke that exemption to allow WTL's Declaratory Request to be heard would be tantamount to ruling that CSX's egregious conduct is subject to no law at all. Cf., Id. at 1111-2.

Regulation is necessary here to carry out the following specific national transportation policy goals of 49 U.S.C. 10101:

1. To allow, to the maximum extent possible, competition and the demand for rail services, to establish reasonable rates for transportation by rail, 49 U.S.C. 10101(1);
2. To promote a safe and efficient rail transportation system by allowing rail carriers to earn adequate revenues as determined by the Board, 49 U.S.C. 10101(3);
3. To ensure the development and continuation of a sound rail transportation system with effective competition among rail carriers and with other modes, to meet the needs of the public and national defense, 49 U.S.C. 10101(4);
4. To foster sound economic conditions in transportation and to ensure effective competition and coordination between rail carriers and other modes, 49 U.S.C. 10101(5); and

5. To prohibit predatory pricing and practices, to avoid undue concentrations of market power, and to prohibit unlawful discrimination, 49 U.S.C. 10101(12).

Partial revocation of the TOFC exemption here would satisfy the national transportation policy goals (1), (4), and (5) by preserving an additional source of rail controlled trailers for smaller intermodal customers, thereby increasing the competitive alternatives available to them. Maintenance of a national trailer pool available to meet the competitive needs of smaller shippers is an essential element of the national transportation policy. Finally, Board regulation would advance the goal of 49 U.S.C. 10101(12) insofar as it would prohibit CSX from using its market power to force WTL's equipment off the rails. SX's past abusive treatment of WTL -- aimed at eliminating one of the few remaining providers of rail controlled trailers -- cries out for STB regulation to stop past and prevent future abuses.

While WTL may have a breach of contract claim against CSX for refusing to repair its trailers, recovery of damages is not the relief that WTL seeks here. The dispute before the Board is not a contract claim. It involves CSX's dual ability to exclude WTL from participation in the national transportation system and to deny small intermodal customers the equipment WTL furnishes. WTL asks the Board to find that CSX's practices -- specifically, the actual or threatened cancellation of the Use Agreement in

retaliation for exercise of its commercial legal rights, CSX's refusal to pay for equipment repairs and damage, and the impact of those actions upon shippers -- are unreasonable and contrary to the ICCTA. It asks the Board to order CSX to stop these practices.

In adopting the TOFC/COFC exemption, the former Interstate Commerce Commission noted that it would "stand ready to monitor the effects of the exemption to assure that continued regulation is not needed. We believe that such after-the-fact evaluation is what Congress intended." TOFC, supra, 364 I.C.C. at 733; cf. Class Exemption-Acq. & Oper. Of R. Lines Under 49 U.S.C. 10901, 1 I.C.C. 810-11 (1985). While the ICC believed at the time that there was overwhelming support for the TOFC exemption, it was sufficiently wise to note, in its words, "the limitations on our predictive powers." TOFC at 733. Although WTL believes that the TOFC exemption has been very beneficial overall, it also notes that there have occasional abuses which the Board has the power and the responsibility to remedy. Its dispute with CSX presents one of those few instances.

WTL has carefully researched pertinent precedent to find a case where the ICC or the Board has even considered a similar situation involving intermodal transportation. There is but one precedent, No. 40774, American Rail Heritage, Ltd. D/B/A Crab Orchard & Egyptian Railroad, et al (slip op. served June 16,

1995.⁹ While the Commission's majority -- over the strong dissent of Commissioner McDonald -- held that the Complainant failed to meet the standards for revocation of an exemption, the majority admonished class I railroads not to interpret this decision as a license to begin making imprudent unilateral decisions regarding the interchange of equipment with class III carriers. The Commission observed that it has an affirmative duty to help to keep the playing field level between class I and class III carriers, and that it will take action, when appropriate, to fulfill that obligation. Indeed, it may be that someone, in the future, will demonstrate, that the TOFC/COFC exemption should be revoked, in part, so that we can require the interchange of intermodal equipment.

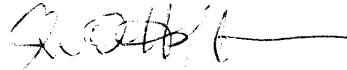
WTL believes that its dispute presents such a case for STB action. The Board should partially revoke the TOFC/COFC exemption to allow this dispute to be heard on its merits.

CONCLUSION

Wherefore, WTL requests that the Board grant its request for partial revocation of the TOFC exemption in order to consider and grant its Declaratory Request.

⁹ That case involved CSX's cancellation of its Trailer Interchange Agreement (essentially a trailer use agreement) with the complaining railroads and refusal to either accept loaded TOFC trailers and/or pay compensation for their use. After complainants initially challenged CSX's practices under 49 U.S.C. 10101a(13), 11101, 11121, 11122, 10703, 10741, and 10742, alleging undue concentration of market power, they amended their complaint adding a request to revoke the TOFC exemption in order to grant relief.

Respectfully submitted,



John D. Heffner
John D. Heffner, PLLC
1920 N Street, N.W.
Suite 800
Washington, D.C. 20036
202-263-4180

Counsel for WTL Rail Corporation

December 14, 2004

EXHIBIT A



WILCOX, VA 22190
 100 WEST 1ST STREET
 JACKSONVILLE, FLORIDA 32202-4400

To: R.M. Lombardo
 Via Facsimile: (708) 448-9851

From: Dave Ware

Date: October 30, 1997

Subject: CSX / WTL Interchange Agreement

Effective - November 1st, 1997 the following terms and conditions will go into effect for the use of WTL equipment.

Per Diem Relief - Unlimited per diem relief will be granted on all WTL trailers that are idle at all CSXI locations:

Terminations - Unlimited terminations at Chicago. CSX will allow 25 empty WTL trailers to be parked at Chicago. WTL will be responsible for drayage expense if the number of trailers exceed maximum parking. WTL will have 48 hours to remove enough trailers to reduce inventory to agreed level. If the number of trailers do not exceed maximum parking and CSXI desires to terminate trailers to WTL the drayage expense will be CSXI's responsibility. Limited terminations at Atlanta, Jacksonville, Linde Ferry, and Philadelphia. WTL will arrange for the termination and removal of a maximum of 25 trailers per month at these locations. In the event that WTL cannot remove equipment from limited termination locations, WTL will offer CSXI per diem relief to move equipment to Chicago.

Maintenance/Repair - AAR Equipment Standards

Repairs will be billed at the standardized between CSXI and WTL.

Per Diem Rate \$11.75 - 48' x 102" x 110"

R.M. Lombardo

R.M. Lombardo, WTL

10-30-97

Date

David Ware

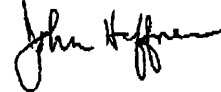
David Ware, CSXI

10/30/97

Date

*** TOTAL PAGE.01 ***

EXHIBIT B



From: Heasley, Robert [Robert_Heasley@csx.com]
 Sent: Thursday, July 31, 2003 9:06 AM
 To: IMS - Cathy Snelling (E-mail); IMS - Ida Johnson (E-mail); IMS - Lupe Barboza (E-mail); IMS - Steve Van Winkle (E-mail); IMS Michael Sledge (E-mail); Interstar - Dale (E-mail); Interstar - John Cotton (E-mail); Interstar - John Shortridge (E-mail); Interstar - Ray & Jay (E-mail); Interstar - Ray & Jay (E-mail 2); Interstar - Rodney (E-mail); Interstar - Roy Cox (E-mail); ITS - Dave Buikema (E-mail); ITS - Michelle Maloney (E-mail); ITS - Penny Morris (E-mail); Pacrail - Mark Davis (E-mail); Pacrail - Mike Rochester (E-mail); Pacrail - Mike Rochester (E-mail 2); Pacrail - Ramone Joseph (E-mail); Fletcher, Steven; Pacrail - Randy Umamoto (E-mail); Pacrail - Ricky Rochester (E-mail); XMGM of Ca - Jim Beasley (E-mail); XMGM of Ca - Dena Shadlow (E-mail); XMGM of Ca - Richard Gray (E-mail); ACE Trailer - Steve (E-mail); Cont Care - Alan Goldstein (E-mail); Cont Care - Dennis Butcher (E-mail); Cont Care - Jody Horkin (E-mail); Cont Care - Robert Futch (E-mail); Cont Care - Robin (E-mail); Container Care - Chicago (E-mail); Container Care - Los Angeles (E-mail); Container Care - Oakland (E-mail); Container Care - Portland (E-mail); Container Care - Portsmouth (E-mail); Container Care - Seattle (E-mail); Container Care Chicago - Dave Magnus (E-mail); Container Care HQ - Libba (E-mail); Container Care Portsmouth - Barbara (E-mail); Container Care Portsmouth - Bill (E-mail); CPG - Jeanette Reaser (E-mail); CPG - Kerry McIntyre (E-mail); CPG - Laura Dylag (E-mail); CPG - Paul Selig (E-mail); CPG - Paul Selig (E-mail 2); CPG - Paul Selig (E-mail 3); Diamond Trailer-Miami - Albert Bayona (E-mail); EBS - Dianna Ray (E-mail); EBS - Kevin Richert (E-mail); EBS - Mike Sanchez (E-mail); Echlin Co. - Pat Echlin (E-mail); Equip Services - Jennifer Rafferty (E-mail); Equip Svcs - Melissa Guay (E-mail); Equipment Services-Jax Ramp (E-mail); Equipment Services-Jax Ramp (E-mail 2); Global - Dawn Alfau (E-mail); Global Intermodal Jax - Richard Sanderval (E-mail); Global Intermodal MEMPHIS - Danny Peace (E-mail); Global Intermodal MEMPHIS - Martha Wilson (E-mail); IMTS - Mary Ann (E-mail); Integrated - Felicia Tortoriello (E-mail); Integrated - Paula Vazquez (E-mail); Kram Tire - Darlene Selman (E-mail); Lundy Tire Company (E-mail); Memphis Trailer Repair - Amy Goble (E-mail); Mike's Truck & Trailer - Mary McAllister (E-mail); NW Container - Betty (E-mail 2); NW Container - Betty (E-mail); NW Container - Bruce (E-mail); NW Container - Dick (E-mail); NW Container - Erika (E-mail); NW Container - Lynne (E-mail); Omni Rail - Todd Esplandi (E-mail); Onmi Rail - Julie Boothe (E-mail); P&B Trailer Repair-Kim (E-mail); Parsec - Kay Broznjak (E-mail); Parsec - Lisa Pouder (E-mail); Parsec - Lisa Pouder (E-mail 2); Davis, Ryan; PTL - Stan James (E-mail); Quality Trailer - Carl Woods (E-mail); Quality Trailer - Susan McMaster (E-mail); Picard, Mike; Strictly Trailer Second Office (E-mail); TenMet - Johnna Jackson (E-mail); TenMet - Johnna Jackson (E-mail 2); Trailer Planet - Alejandra Romero (E-mail)
 Cc: DL IMOD Terminal Managers; DL IMOD Maintenance
 Subject: WTLZ Trailers - CSX Maintenance Issues

All CSXI In-Service Repair Vendors: Please read the attached, and be governed accordingly:

-----Original Message-----

From: Spivey, Paul (Internet)
 To: Wise, Charlie; Allen, Bill; Botak, Tom; Buric, Colby; Paucett, Steve; Fields, Greg; Nasco, Dennis (Internet); Neubauer, David; Pop Hernandez; Robert Statler; Callahan, Shannon; Holton, Alaina; Johnson, Marv (Internet); Johnson, Pamela; Macahdo, Karen; Rigdon, Dave (Internet); Rozier, Barbara; Stuart, Terrie; Frost, Jim (Internet)
 Cc: Roscoe, Don Jr.; Heasley, Robert; Burch, Doris
 Subject: CSX Maintenance Issues

I met with Mr. Don Roscoe and he asked me to put out the following:

WTLZ Trailers - Do not issue any PO's on these units unless they meet AAR Specifications. If they are AAR Spec., there should be an AAR certification plate on the nose of the unit. The only exception will be if its under load and repairs are necessary for safe delivery of load. If the trailers do have an AAR certification, treat them as you would any other rail furnished trailer, such as REAR, SFTs, etc.

EXHIBIT C

To report an emergency, call 1-800-232-0144

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CSXI Trucking Operations

Introduction

The CSXI trucking group operates a centralized dispatch center offering nationwide drayage coverage and maintains a presence at many of CSXI's network terminals. CSXI offers one-carrier, door-to-door, ramp-to-door, or door-to-ramp services by bundling the origin and/or destination drays with the line-haul. We also handle unbundled, dray-only moves.

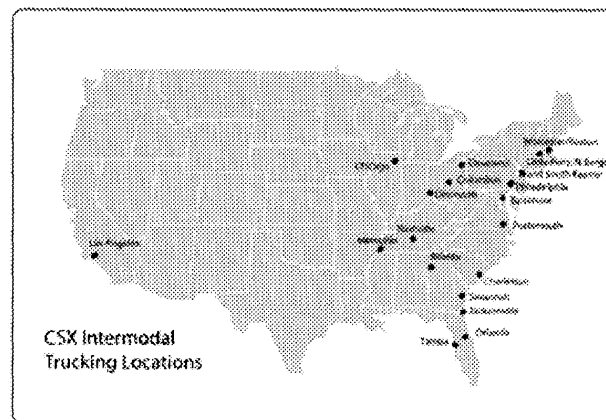
There are advantages to using our drayage services in conjunction with a rail move.

- **Administrative Convenience** - Simplified billing with one bill for rail line-haul, pick-up and delivery drayage.
- **No shipment Fragmentation** - Enhanced shipment continuity through the use of one service provider.
- **Centralized Dispatch** - Improved communications with one centralized location for all your drayage needs.
- **Efficient Handling** - Increased visibility of door-to-door moves results in special handling from origin to destination.

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CSXI Trucking Locations

Click on map to see a larger version.



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Pricing Information

CSXI Trucking Operations


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- [General Information](#)
- [Placing an Order](#)
- [Owner Operations](#)
- [Contacts](#)

To place a pick-up or delivery order, you will need to have the following information documented on your request for service:

- SPQ (if bundled: door-to-door, door-ramp or ramp-door) or Wholesale Agreement Number.
- If you are a domestic agreement holder, you may use your four-digit agreement number to move your shipment at prices published in Service Directory 5.
- International agreement holders should contact their CSXI account representative for price quotations on all trucking services.
- If a price for the service is not listed in Service Directory 5, call CSXI Pricing at 800-233-8632 to obtain a quote number. CSXI's pricing department can also supply you with the necessary directories.

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Equipment Information

If your request is for a pick-up, please include the equipment type and booking information, if applicable. At terminal locations where equipment reservations are required, you will need to reserve equipment using Rez1  then pass the booking number and pick-up instructions on to our trucking dispatch group. Under certain conditions, our trucking representative can reserve your equipment for you.

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General Information

Information listed below should be included on all load origins, destinations and extra pick-ups and/or stop-offs:

- Shipper/consignee name, address, phone number and any necessary appointment information. Please indicate if CSXI needs to schedule the pick-up or delivery appointment.
- Billing reference number, if applicable.
- Any known information specific to the load such as piece count, with seal numbers, bill of lading number, purchase order numbers and pick up or delivery reference numbers.
- Any known accessorial services.
- Name, fax and phone numbers of person ordering the service.
- If order is for pick-up service, CSXI will fax load information back to you. You are responsible for submitting rail billing to CSXI prior to your shipment arriving at the terminal. For additional information on rail billing, see our Billing & Payment sections.

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Placing an Order

Please provide us with at least 24 hours notice for your upcoming shipment. Fax the information itemized above to:
(904) 633-1730

 = Opens new browser window

If you are requesting same day service, we will do what we can to service your needs. To do so, we would like you to call one of our

trucking representatives, at the number listed below, to see if we have a driver available.

Trucking Operations 800-850-8115

Northeast - Option #1

Midwest/West - Option #2

Southeast - Option #3

Hours of Operation (EST)

Monday through Friday 7 a.m. - 6 p.m.

Saturday 8 a.m. - 12 noon

If you would like any additional information about our trucking operation, please contact your [CSXI Account Representative](#).

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Owner Operators

For more information about Owner Operator opportunities in your area, [click here](#).

[Click here](#) to access the TripPak EZ-App™ on-line application.

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Equipment

Reservation Locations

| Region | Terminal | CSXU 48' & 53' | Trailers 45' & 48' | Trailers 53' | NACS 48' | NACS 53' | STAX 53' |
|----------------|-----------------------------|-------------------|-----------------------|-----------------|--------------|--------------|--------------|
| | Reserved Through | REZ-1 | REZ-1 | REZ-1 | REZ-1 | REZ-1 | REZ-1 |
| Atlantic Coast | Baltimore | yes | yes | yes | yes | yes | yes |
| Atlantic Coast | Charleston | yes | yes | yes | yes | yes | yes |
| Atlantic Coast | Philadelphia | yes | yes | yes | yes | yes | yes |
| Atlantic Coast | Portsmouth | yes | yes | yes | yes | | yes |
| Florida | Jacksonville | yes | yes | yes | yes | yes | yes |
| Florida | Miami | yes | yes | yes | | | yes |
| Florida | Orlando | yes | yes | yes | yes | yes | yes |
| Florida | Tampa | yes | yes | yes | yes | yes | yes |
| Gulf | Mobile | yes | yes | yes | | | yes |
| Gulf | New Orleans | yes | yes | yes | yes | | yes |
| Midwest | Chicago - 59th St. | yes | yes | yes | yes | yes | yes |
| Midwest | Chicago - Bedford Park | yes | yes | yes | yes | yes | yes |
| Midwest | Detroit | yes | yes | yes | | | |
| Midwest | E. St. Louis | yes | yes | yes | yes | yes | yes |
| Midwest | Evansville | yes | yes | yes | yes | | yes |
| Midwest | Indianapolis | yes | yes | yes | yes | yes | yes |
| Midwest | Kansas City | yes | yes | yes | yes | yes | yes |
| New England | Boston | yes | yes | yes | yes | yes | yes |
| New England | Springfield | yes | yes | yes | yes | | yes |
| New England | Syracuse | yes | yes | yes | yes | yes | yes |
| New England | Worcester | yes | yes | yes | yes | yes | yes |
| New Jersey | Little Ferry | yes | yes | yes | yes | yes | yes |
| New Jersey | South Kearny | yes | yes | yes | yes | yes | yes |
| Ohio | Cincinnati | yes | yes | yes | yes | | yes |
| Ohio | Cleveland | yes | yes | yes | yes | yes | yes |
| Ohio | Columbus | yes | yes | yes | yes | yes | yes |
| Southeast | Atlanta - Fairburn | yes | yes | yes | yes | yes | yes |

| | | | | | | | |
|-----------|------------------------|-----|-----|-----|-----|-----|-----|
| Southeast | Atlanta - Hulsey | yes | yes | yes | yes | yes | yes |
| Southeast | Charleston | yes | yes | yes | yes | yes | yes |
| Southeast | Charlotte | yes | yes | | yes | yes | yes |
| Southeast | Memphis - Leewood | yes | yes | | | | |
| Southeast | Memphis - Johnson Yard | yes | yes | yes | yes | yes | yes |
| Southeast | Nashville | yes | yes | yes | yes | | yes |
| Southeast | Savannah | yes | yes | yes | yes | yes | yes |
| Westcoast | City of Industry | yes | | | | | |
| Westcoast | Lathrop | yes | | | | | |
| Westcoast | Oakland | yes | | | | | |
| Westcoast | Portland | yes | | | | | |
| Westcoast | Tacoma | yes | | | | | |
| Westcoast | Seattle | yes | | | | | |

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**Network Simplification Program
Questions and Answers from CSX Intermodal
About Domestic Pricing and Rates**

I have shipments in some lanes marked for discontinuance in CSXI's Domestic Network Simplification table. What exactly will occur to the pricing for these shipments?

If the traffic moves on Directory 3 or Directory 10 rates, the pricing will be cancelled effective June 28, 2004.

My traffic moves on an SPQ, does that make a difference?

Yes. If CSXI can offer an alternative service reasonably similar to an SPQ for a discontinued service, the SPQ will be changed to reflect the new alternative service.

Will my revised SPQ rate match my current SPQ rate?

Yes.

Can you provide an example of how this would work?

Suppose you had an SPQ from Baltimore to Tampa. CSXI would change the SPQ to reflect a Baltimore to Orlando service at the same rate level.

I am party to a Tri-Party agreement with CSXI that involves a discontinued lane. How will this situation be treated?

As is customary, CSXI's Fast Facts announcement of the Network Simplification served as notice under our Tri-Party agreements that there would be changes to our service offerings. We hope to provide alternative service pricing through the process described above for as much of the impacted traffic as possible.

My SPQ has bundled drayage. Will CSXI automatically protect the movement from the nearest alternative terminal?

No. All SPQ's involving drayage in a discontinued lane pair will be cancelled. Example: A Ramp-to-Door SPQ from Baltimore-Tampa will not be changed to Baltimore-Orlando. Contact your CSXI Account Representative for more information.

I move traffic in trailers in a lane that has been designated as container-only in the Domestic matrix. How will I be impacted?

Similar to the ramp change process noted above. SPQ's will be changed from rail trailer to container at the same price and expiration date.

Will my new container rate equal my old trailer rate?

It depends on the container ownership. For CSXU and NACS containers, your new CSXI container rate will be the same as your previous CSXI trailer rate. Your rate in STAX containers will be \$60 lower.

Will I automatically receive pricing for CSXU, NACS, and STAX?

No. CSXI will select a container type based on historical equipment supply. Customers with specific equipment preferences should contact their CSXI account executive.

Can arrangements be made to convert to containers in advance of June 28, 2004?

Yes, and this is encouraged in order to begin populating the network with the correct hitches and chassis.

Are there any other pricing actions anticipated?

Yes. CSXI is implementing a general rate increase effective June 28, 2004. The general rate increase will apply to the rates remaining after all of the Network Simplification amendments are made.

Are there any other changes to CSXI charges, such as on-terminal charges or street-time charges?

No, not at this time.

I have an SPQ with CSXI. When will I be able to see how this specific SPQ is impacted?

On-line access through ShipCSX will be available during the first week of June, 2004. Your CSXI Account Representative will also have account specific information. A Fast Facts will be sent out when the pricing is available for download.

When will I receive new pricing directories?

The new directories will be effective June 28, 2004 and will be mailed in late June.

Issued: October 4, 2004
Effective: October 4, 2004

**CSX INTERMODAL
SERVICE DIRECTORY NO. 1**

SECTION I - GENERAL SERVICES

Tacoma, WA. (South) 1101 Milwaukee Way, Tacoma, WA

FEC Terminal Locations Address

Ft. Lauderdale, FL. 3125 S. Andrews Ave., Ft. Lauderdale, FL
Miami, FL. 6875 N. W. 58th St., Miami, FL

ITEM 60. PLAN NUMBERS AND SERVICE CODES

The Plan numbers and Service Codes listed below describe certain types of Intermodal Service and can be used in conjunction with CSXI's pricing Directories:

Plan 250 or Service Code 25

Rail transportation of a Shipment loaded in a Carrier Vehicle from Terminal at origin to Terminal at destination. Shipper is responsible for pick-up and delivery services beyond the Terminal.

Plan 300 or Service Code 65

Rail transportation of a Shipment loaded in a Shipper Vehicle from Terminal at origin to Terminal at destination. Shipper is responsible for pick-up and delivery beyond the Terminal.

Plan 310 or Service Code 65 with 42 211 25 or 42 211 30

Rail transportation of an empty Shipper Vehicle having an immediate prior or subsequent loaded domestic movement via rail. Shipper is responsible for pick-up and delivery beyond the Terminal.

Plan 400 to 470 or Service Code 40 to 47

These services apply only to domestic Container Shipments involving CSXI Containers or the repositioning of international Containers owned or controlled by steamship companies. Door service is offered only through an SPQ. Ramp to ramp service is offered through an SPQ or at CSXI's Directory prices. They include, where indicated, truck pick-up at origin and/or delivery at destination.

Plan 400 or Service Code 40 - Door at origin, door at destination.

Plan 420 or Service Code 42 - Door at origin, ramp at destination.

Plan 450 or Service Code 45 - Ramp at origin, ramp at destination.

Plan 470 or Service Code 47 - Ramp at origin, door at destination.

Plan 600 to 625 or Service Code 20 to 67

These services apply generally to Shipments involving Carrier Vehicles and Shipper Vehicles and are offered only through an SPQ. They include truck pick-up at origin and/or delivery at destination.

Plan 600 or Service Code 20 - Door at origin, door at destination. Carrier Vehicle.

Plan 605 or Service Code 60 - Door at origin, door at destination. Shipper Vehicle.

Plan 610 or Service Code 22 - Door at origin, ramp at destination. Carrier Vehicle.

Plan 615 or Service Code 62 - Door at origin, ramp at destination. Shipper Vehicle.

Plan 620 or Service Code 27 - Ramp at origin, door at destination. Carrier Vehicle.

Plan 625 or Service Code 67 - Ramp at origin, door at destination. Shipper Vehicle.

To report an emergency, call 1-800-232-Q144

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December 10, 2004

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Equipment

CSXI Equipment Fleet

One of the advantages domestic shippers have in using intermodal is the year-round availability of trailer and container equipment. When our domestic shippers choose CSXI as their transportation provider, they have access to a fleet of over 90,000 pieces of equipment. In addition, CSXI has continually brought equipment to the marketplace to both augment the fleet and retire older equipment. Currently, CSXI has around 8,000 domestic containers in use on our network.

| Type | Length | Height | Quantity |
|----------------|--------|--------|----------|
| Trailer | 45' | 102" | 54,000 |
| Trailer | 48' | 102" | 31,000 |
| Trailer | 53' | 110" | 500 |
| CSXU Container | 48' | 102" | 8,600 |
| CSXU Container | 53' | 110" | 5,600 |
| NACS Container | 53' | 110" | 6,000 |
| NACS Container | 48' | 107" | 15,000 |
| STAX Container | 53' | 110" | 3,850 |

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Reservations

Generally, CSXI does not reserve trailers during spring or summer when the equipment supply exceeds demand. Domestic containers (CSXU's, NACS & STAX) are reserved year-round at many of our terminals. The [Reservations Locations table](#) identifies locations where reservations for specific equipment are required. It does not indicate the possible destinations for each type of equipment nor indicate the current availability of the equipment. Please refer to your specific pricing directories and matrices for applicable destinations.

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Interchange Agreements

Drayage companies accessing CSXI terminals to dray rail-owned trailers or containers onto or off of our terminals are required to have a valid motor carrier interchange agreement (MCI/A) that includes the [CSXI Addendum](#). The Intermodal Association of North America (IANA) is responsible for administering these agreements through their UIIA program. You can visit IANA's website to view a copy of the UIIA Agreement or to obtain more information. IANA is also responsible for ensuring that motor carriers have a current insurance policy on file with CSXI.

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Equipment

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= In order to view presentations, you will need Adobe Acrobat Reader. If you need to do this, click below for directions on the Adobe website.



Per Diem and Storage Charges

CSXI will continue to assess and bill for terminal storage and premise use charges at all of its intermodal terminals. The details of these charges can be found in CSXI's Service Directory No. 1 [] and in the CSXI addendum to UIIA [].

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Disputing Per Diem and Storage Charges

Disputes must be filed online through the "billing" section of the REZ-1 web site. Necessary paperwork to support your claim may be requested by REZ-1's Accounting department. Depending on the volume of disputes received, dispute responses should be received no later than three days before the scheduled draft.

Typically the dispute deadline is midnight on the fourth business day before the scheduled draft. Disputes sent after the deadline will be resolved before the next scheduled draft. Disputes will be acknowledged up to four months after the original invoice date.

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Contacting CSXI Contract Administration

For any questions related to obtaining a MCIA or if you have billing questions, please call the Contract Administration group at 800-732-0172.

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Equipment Maintenance

Please contact CSXI's maintenance department for the following:

- Any issues regarding lost or stolen rail controlled equipment (this includes CSXU, NACS, STAX, and rail trailer equipment) - 904-633-1306.
- Any issues regarding emergency motor carrier road repairs due to breakdowns - Consult your UIIA agreement or call 1-800-888-1001.
- Any issues or disputes related to AAR maintenance billing (trailers and containers) and vendor payments - 904-633-1364.

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Chassis Information and Equipment Specifications

Chassis are available at every current CSXI terminal where COFC movements are offered. The chassis program at our terminals that were previously operated by Conrail is administered by Flexi-van. These pools are set up as customer pools and you must be a member of the pool in order to have access. Any customer wishing to obtain access to chassis at an old Conrail facility should contact the International Sales Group at 904-633-1082 or 904-633-1189. Transamerica manages chassis at CSXI's non-Conrail terminals. Drayage firms need to have an agreement with Transamerica to use chassis at these locations. To set up an agreement, you should call Dwight Parish with Transamerica at 904-633-1367.

Contract Administration - 800-732-0172

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Maintenance - Lost or Stolen Equipment - 904-633-1811
 Emergency Repairs - 904-633-1306
 AAR Billing - 904-633-1361

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Reservation Locations

| Region | Terminal | CSKU 48' & 53' | Trailers 45' & 48' | Trailers 53' | NACS 42' | NACS 53' | STAX 53' |
|-------------------|-----------------------------|----------------------|--------------------------|-----------------|--------------|--------------|--------------|
| | Reserved Through | REZ-1 | REZ-1 | REZ-1 | REZ-1 | REZ-1 | REZ-1 |
| Atlantic Coast | Baltimore | yes | yes | yes | yes | yes | yes |
| Atlantic Coast | Charleston | yes | yes | yes | yes | yes | yes |
| Atlantic Coast | Philadelphia | yes | yes | yes | yes | yes | yes |
| Atlantic Coast | Portsmouth | yes | yes | yes | yes | | yes |
| Florida | Jacksonville | yes | yes | yes | yes | yes | yes |
| Florida | Miami | yes | yes | yes | | | yes |
| Florida | Orlando | yes | yes | yes | yes | yes | yes |
| Florida | Tampa | yes | yes | yes | yes | yes | yes |
| Gulf | Mobile | yes | yes | yes | | | yes |
| Gulf | New Orleans | yes | yes | yes | yes | | yes |
| Midwest | Chicago - 59th St. | yes | yes | yes | yes | yes | yes |
| Midwest | Chicago Bedford Park | yes | yes | yes | yes | yes | yes |
| Midwest | Detroit | yes | yes | yes | | | |
| Midwest | E. St. Louis | yes | yes | yes | yes | yes | yes |
| Midwest | Evansville | yes | yes | yes | yes | | yes |
| Midwest | Indianapolis | yes | yes | yes | yes | yes | yes |
| Midwest | Kansas City | yes | yes | yes | yes | yes | yes |
| New England | Boston | yes | yes | yes | yes | yes | yes |
| New England | Springfield | yes | yes | yes | yes | | yes |
| New England | Syracuse | yes | yes | yes | yes | yes | yes |
| New England | Worcester | yes | yes | yes | yes | yes | yes |
| New Jersey | Little Ferry | yes | yes | yes | yes | yes | yes |
| New Jersey | South Kearny | yes | yes | yes | yes | yes | yes |
| Ohio | Cincinnati | yes | yes | yes | yes | | yes |
| Ohio | Cleveland | yes | yes | yes | yes | yes | yes |
| Ohio | Columbus | yes | yes | yes | yes | yes | yes |
| Southeast | Atlanta - Fairburn | yes | yes | yes | yes | yes | yes |
| Southeast | Atlanta - Hulsey | yes | yes | yes | yes | yes | yes |

<http://www.csxi.com/?fuseaction=services.equipment>

12/10/2004